

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

FAMILY COURT APPEAL NO.31 OF 2020
WITH
INTERIM APPLICATION NO.3473 OF 2025
WITH
INTERIM APPLICATION NO.190 OF 2019
WITH
INTERIM APPLICATION NO.596 OF 2019
WITH
INTERIM APPLICATION NO.597 OF 019

1. Dr. Sandip Mrinmoy Chakrabarty
 2. Kashmira Rusi Parekh ... Appellants
- Versus
- Mrs. Reshita Chakrabarty ...Respondent

Ms. Manjula Rao, Senior Advocate a/w Mr. Rohan Deshmukh i/b Mr. Naveen Sharma for Appellants.

Mr. Mainak Adhikary i/b Mr. Sanjay Bhojwani for Respondent.

CORAM : G. S. KULKARNI &
ADVAIT M. SETHNA, JJ.

DATE : 21 MARCH 2025

P.C.:

1. This is an appeal by the appellant no.1 (original respondent no.1-husband), assailing the judgment and order dated 17 May 2019 passed by the Family Court No.2, Pune, whereby the divorce proceedings/proceedings under Section 27(1)(a) and (d) of The Special Marriage Act, 1954, as filed by the respondent wife came to be partly allowed, whereby the marriage dated 25 January 1996 solemnized between the appellant no.1 and respondent was dissolved by a decree of divorce under the

provisions of Section 27(1)(d) of The Special Marriage Act, 1954. Also there was an order in regard to the payment of maintenance to respondent -wife and the son and other directions, which we need not to delve. Suffice it to observe that in the proceedings of the present appeal, a co-ordinate Bench of this Court had passed a detailed order dated 20 December 2023 in relation to the amount of maintenance, which would be required to be paid by appellant no.1 and more particularly considering the education of the son in a foreign university. As seen from the said order dated 20 December 2023, appellant no.1 was to pay an amounts in Rupee equivalent of the foreign currency [GBP] as directed by the Court in three installments; first installment on or before 3 January 2024; second installment on or before 17 January 2024; and the third installment was to be on or before 1 May 2024. Thereafter by the subsequent order dated 5 January 2024, the proceedings were adjourned for reporting compliance. On 25 January 2025, the Court recorded a part compliance of the said order. There are further orders which are passed on 9 February 2024, 18 October 2023 and 23 October 2023 and thereafter a detailed order dated 2 December 2024, wherein paragraph-5, the Court had issued following directions :-

“5. Considering these circumstances, we pass the following order :-

(a) The Appellant/husband shall pay the Rupee equivalent of GBP 9,010 in the account of the Applicant-

wife on or before 16th December, 2024. Once this amount is deposited with the Applicant-wife, she will use this money only for the purposes of paying the fees of Nottingham University and not for any other purpose.

(b) The Appellant-husband shall pay the Rupee equivalent of GBP 8,745 in the account of the Applicant-wife on or before 15th January 2025. This amount shall also be utilized by the wife only for paying the fees of Nottingham University and not for any other purpose.

(c) The Appellant-husband shall pay the Rupee equivalent of GBP 8,745 (the last installment) for Academic Year 2024-25 in the account of the Applicant-wife on or before 1st May, 2025. This amount shall also be utilized by the Applicant-wife only for the purpose of paying the fees of Nottingham University and not for any other purpose.

(d) As far as the accommodation of the child is concerned, the total amount due and payable is GBP 7,574. This is payable in three installments. In these circumstances, over and above the amounts mentioned above, towards the accommodation, the Appellant-husband shall pay in the account of the Applicant-wife :

(i) The Rupee equivalent of GBP 2,523 on or before 16 December 2024; (ii) The Rupee equivalent of GBP 2,523 on or before 8 January 2025; and (iii) The Rupee equivalent of GBP 2,499 on or before 23 April 2025.

6. The exchange rate for the aforesaid payments shall be taken as on the date when the aforesaid payments are made by the Appellant-husband to the Applicant-wife. This takes care of the immediate issue of making

payments of the fees of the university for the child as well as his accommodation. As far as the other prayers are concerned, regarding unpaid maintenance etc., we will consider the same on a later occasion. We now place the above matter on Board for reporting compliance on 16th December, 2024.

7. We make it clear to the Appellant-husband who is present in Court today that if these directions are not complied with, he shall be guilty of contempt for breaching the directions given by this Court.

8. Stand over to 16th December, 2024, "for reporting compliance".

9. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order."

2. As clearly seen from the aforesaid order, last of such installment was to be paid by appellant no.1 on or before 1 May 2025. Awaiting compliance, further orders dated 16 December 2024 and 17 January 2025 were passed by this Court. Again on 31 January 2025, by consent of the parties, the proceedings were adjourned thereafter to 3 March 2025. By an order dated on 7 March 2025, we had adjourned the proceedings to 5 May 2025 for the reason that by 1 May 2025, the payments as directed by this Court in its order dated 2 December 2024 would have been fully paid by appellant no.1.

3. However, the proceedings were listed before being circulated on

appellant no.1's application, contending that appellant no.1 intends to make advance payment of last installment due and payable on 1 May 2025. To this effect, a demand draft dated 10 March 2025, of Rs.12,95,835.12 drawn on IDBI Bank Ltd. Kondhwa Khurd Branch, Pune was obtained payable in favour of respondent towards the last installment. Learned counsel appearing for respondent acknowledges the receipt of the said demand draft.

4. In this view of the matter, Ms. Manjula Rao, learned Senior Advocate for the appellants states that now the orders passed this Court (Supra) stands complied by appellant no.1 in regard to the maintenance. She states that the son has also attained majority and is pursuing his higher education, hence appellant no.1 has no further liability and would intend to withdraw the appeal.

5. Learned counsel for the respondent also would not have any objection for the appeal to be withdrawn and more so as appellant no.1 is no more under any liability to pay the respondent.

6. Insofar as the amount of maintenance being ordered by the Court namely Rs.25,000/- to be paid to the respondent (wife) the same shall be continued to be paid by appellant no.1 to the respondent. Thus, accepting such statement as made on behalf of appellant no.1 in regard to the said payment to be made in future to the respondent, we permit appellants to withdraw this Appeal.

7. Allowed to be withdrawn, however, subject to the aforesaid observations. No cost.

8. In view of the aforesaid order, the interim applications filed by the appellant-husband do not survive, which stand disposed of.

[ADVAIT M. SETHNA, J.]

[G. S. KULKARNI, J.]